

Clerk's Stamp

COURT FILE NUMBER 2401-02664

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF LYNX AIR HOLDINGS CORPORATION
and 1263343 ALBERTA INC. dba LYNX AIR

DOCUMENT **APPLICATION**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

OSLER, HOSKIN & HARCOURT LLP
Barristers & Solicitors
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Calgary, AB T2P 1N2

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File Number: 1246361

NOTICE TO THE RESPONDENT

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: June 28, 2024
Time: 11:00 a.m.
Where: Calgary Law Courts (by WebEx - See **Schedule "A"**)
Before: The Honourable Justice B. E. C. Romaine

Go to the end of this document to see what you can do and when you must do it.

Remedy claimed or sought:

1. Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air (“**Lynx Opco**” and together with Lynx Air Holdings Corporation, the “**Applicants**”), seek the following relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”):

(a) An Order (the “**Stay Extension and Enhanced Monitor Powers Order**”) substantially in the form attached hereto as **Schedule “B”**:

(i) abridging the time for service of notice of this Application (if necessary), deeming service of notice of this Application to be good and sufficient, and declaring that there is no other person who ought to have been served with notice of this Application;

(ii) extending the Stay Period, as defined in paragraph 15 of the Amended and Restated Initial Order granted in these proceedings by the Honourable Justice Whitling on March 1, 2024 (the “**ARIO**”), up to and including September 30, 2024, or such other date as this Court may deem appropriate;

(iii) granting FTI Consulting Canada Inc., in its capacity as Monitor (as such term is defined below), enhanced powers with respect to the Applicants (the “**Enhanced Powers**”) to:

(A) take possession of and exercise control over the Applicants’ present and after-acquired assets, property and undertakings (the “**Property**”), and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Monitor’s ability:

(1) to abandon, dispose of, or otherwise release any interest in any of the Applicants’ real or personal property, or any right in any immovable; and

- (2) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by any government authority;
- (B) receive, preserve and protect the Applicants' Property, or any part or parts thereof;
- (C) manage, operate and carry on the business of the Applicants, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, cease to perform any contracts of the Applicants, hire or terminate employees as the Monitor may consider necessary, and wind down any employee benefit plans as the Monitor may consider appropriate;
- (D) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, financial advisors, investment dealers, the Transaction Agent (as such term is defined below) and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's Enhanced Powers conferred by the Stay Extension and Enhanced Monitor Powers Order;
- (E) purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Applicants or any part or parts thereof;
- (F) receive and collect all monies and accounts now owed or hereafter owing to the Applicants and to exercise all remedies of the Applicants in collecting such monies, including, without limitation, to enforce any security held by the Applicants;
- (G) settle, extend or compromise any indebtedness owing to or by the Applicants;

- (H) execute, assign, issue and endorse documents of whatever nature in respect of any of the Applicants' Property or business, whether in the Monitor's name or in the name and on behalf of the Applicants, for any purpose pursuant to the Stay Extension and Enhanced Monitor Powers Order;
- (I) undertake environmental or workers' health and safety assessments of the Property and operations of the Applicants;
- (J) initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants, the Property or the Monitor (in relation to the exercise by the Monitor of the Enhanced Powers), and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in the Stay Extension and Enhanced Monitor Powers Order shall authorize the Monitor to defend or settle the action in which the ARIO was made unless otherwise directed by this Court, provided that the foregoing shall not prevent counsel to the Applicants from continuing their engagement in respect of the AIF Trust Claims (as defined in the Fourth Report of the Monitor dated May 15, 2024), with the consent of the Monitor, or to deal with any other issue as the Monitor may request;
- (K) market any or all of the Applicants' Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor in its discretion may deem appropriate;
- (L) sell, convey, transfer, lease or assign or otherwise enter into transactions respecting the Applicants' Property or any part or parts

thereof out of the ordinary course of business with the approval of this Court and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (M) apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Applicants' Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (N) report to, meet with and discuss with such affected persons as the Monitor deems appropriate all matters relating to the Applicants' Property, business, and these proceedings, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
- (O) register a copy of the ARIO and any other orders in respect of the Applicants' Property against title to any of the Applicants' Property;
- (P) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the Applicants;
- (Q) enter into agreements with any trustee in bankruptcy appointed in respect of the Applicants, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Applicants;
- (R) exercise any shareholder, partnership, joint venture or other rights which the Applicants may have;

- (S) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (b) an Order (the “**D&O Claims Procedure Order**”) substantially in the form attached hereto as **Schedule “C”**, approving a procedure for the solicitation, determination and resolution of claims against the current and former directors and officers of the Applicants (the “**D&O Claims Process**”);
- (c) such further and other relief as the Applicants may request and this Honourable Court may grant.

Grounds for making this application:

The CCAA Proceedings

2. On February 22, 2024, the Applicants were granted protection under the CCAA pursuant to an order granted by the Honourable Justice Gill of this Court (the “**Initial Order**”).
3. The Initial Order, among other things, granted a broad stay of proceedings in favour of the Applicants, their property, and business up to and including March 4, 2024. The Initial Order was amended and restated pursuant to the ARIO, granting a stay of proceedings up to and including April 15, 2024.
4. On March 1, 2024, the Honourable Justice Whitling also granted an order approving the Applicants’ proposed sale and investment solicitation process (“**SISP**”) to maximize value for their stakeholders (the “**SISP Order**”).
5. On April 15, 2024 the Stay Period was extended by order of this Court to and until June 28, 2024.

The SISP

6. Since the granting of the SISP Order, the Applicants have diligently implemented and conducted the SISP with the assistance and supervision of the Monitor, and in accordance with the terms of the SISP Order.

7. In the context of the SISP, the Applicants sought and received bids: (i) on or about March 21, 2024 from Boeing to enter into the Termination Agreement in respect of the Boeing Purchase Agreement (as those terms are defined in the Monitor's Second Report); (ii) on April 5, 2024, for certain ancillary equipment, namely wheels and brakes compatible with aircraft operated by the Applicants; and (iii) on or around April 8, 2024, for equipment installed or to be installed on aircraft scheduled to be delivered in 2024 pursuant to a commitment letter dated February 23, 2022, between Lynx Opco and BOC Aviation Limited.
8. On April 2, 2024 this Court issued an Order approving the Termination Agreement, and on May 21, 2024, this Court issued two Approval and Vesting Orders (the "AVOs") further to the SISP.

Activities of the Applicants

9. Further to the conclusion of the SISP, the Applicants currently have 2 remaining employees, engaged in winding down various administrative matters.
10. The Applicants vacated their leased premises on May 31, 2024, such that they no longer lease any office space.
11. Since the issuance of the AVOs, the Applicants have continued to take steps wind down their operations in an orderly fashion and in consultation with the Monitor.

The Extension of the Stay Period

12. The extension of the Stay Period is required to provide the Applicants, with the assistance of the Monitor, with sufficient time to, *inter alia*:
 - (a) assist the Monitor, if necessary, with the treatment of the SISP proceeds;
 - (b) assist the Monitor with the implementation of the D&O Claims Process; and
 - (c) finalize the wind down of the Applicants' activities and conclude all remaining matter related thereto;

13. The Applicants' cash flow is sufficient to continue operations up to the date of the requested extension of the Stay Period.
14. As a result of the forgoing, circumstances exist that make the requested extension of the Stay Period appropriate, and the Applicants have acted, and are acting, in good faith and with due diligence.
15. It is appropriate in the circumstances and in the best interests of the Applicants and all stakeholders that the requested extension of the Stay Period be granted.

The Enhanced Powers of the Monitor

16. It is highly likely that the Applicants will no longer have any employees prior to the expiry of the requested extension of the Stay Period.
17. Therefore, in order to be able to efficiently wind down their remaining operations and address outstanding administrative and other final matters, the Applicants are seeking the Enhanced Powers for the Monitor in order to allow the Monitor to carry out many of the functions, duties and powers that would normally be carried out by the director of the Applicants.
18. The Monitor has informed the Applicants that it consents to exercise the Enhanced Powers in accordance with the orders of this Court.
19. The Enhanced Powers are in the best interests of the Applicants and all their stakeholders, as it will streamline the completion of concluding and final matters.

The Proposed D&O Claims Process

20. The Applicants are seeking this Court's approval of the D&O Claims Process substantially in the form of the proposed D&O Claims Procedure Order;
21. Under the proposed D&O Claims Procedure Order, the Applicants (or the Monitor acting pursuant to the Enhanced Powers) will solicit any D&O Claim of any person that may be asserted or made against one or more Directors or Officers of the Applicants, that: (a)

relates to a claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers; or (b) is in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, which, in either case, is based in whole or in part on facts existing prior to the “Claims Bar Date” or that relates to a period of time prior to the Claims Bar Date (each, a **“D&O Claim”**, and collectively, the **“D&O Claims”**);

22. By no later than July 2, 2024, the Monitor will cause copies of the D&O Claims Procedure Order, the “Notice to Claimants” and the “Proof of Claim” to be served on the Service List, and the Monitor will cause copies of the D&O Claims Procedure Order, the Notice to Claimants and the Proof of Claim to be posted on the Monitor’s website.
23. By no later than July 5, 2024, the Monitor will cause the Notice to Claimants to be published in the Globe and Mail (National Edition);
24. Any person asserting a D&O Claim must deliver a Proof of Claim, together with all relevant supporting documentation, to the Monitor by the Claims Bar Date. Any person who fails to do so will be forever barred, estopped and enjoined from asserting or enforcing such D&O Claim against any Directors or Officers of the Applicants, and will not be entitled to receive further notice with respect to, or participate as a claimant or creditor in, the D&O Claims Process or these CCAA proceedings in respect of such D&O Claim;
25. All Proofs of Claim received by the Claims Bar Date will be reviewed by the Monitor, and will be either accepted, revised or disallowed;
26. If the Monitor (in consultation with the applicable Directors and Officers), decides to revise or disallow a D&O Claim, they will send a “Notice of Revision or Disallowance” to the applicable claimant;
27. If the claimant disputes the revision or disallowance, the claimant must deliver a “Notice of Dispute” to the Monitor by no later than fifteen (15) days after the date the Notice of Revision or Disallowance is deemed to be received by the claimant pursuant to the D&O Claims Procedure Order, or such later date as the Monitor may agree in writing or the Court may order. Any claimant who fails to deliver a Notice of Dispute to the Monitor by the

foregoing deadline will be deemed to accept the amount of its D&O Claim as set out in the applicable Notice of Revision or Disallowance;

28. Any claimant who delivers a Notice of Dispute and who intends to continue to dispute the Notice of Revision or Disallowance must, within ten (10) Business Days of delivery of its Notice of Dispute, file a motion with the Court seeking determination of the D&O Claim, which motion must be returnable within seven (7) Business Days of the filing of the motion, or such first date thereafter as the Court may schedule for the hearing of the motion;
29. The establishment of a D&O Claims Process is an important and necessary step in winding down the Applicants' estates. The proposed D&O Claims Process is fair and reasonable in the circumstances, appropriately balances competing interests, and will facilitate the determination of D&O Claims against the Applicants' Directors and Officers in a fair, comprehensive, and expeditious manner; and
30. The Monitor supports the establishment of the D&O Claims Process in the form of the proposed D&O Claims Procedure Order.

Material or evidence to be relied on:

31. The Affidavit of Michael Woodward, sworn June 19, 2024;
32. The Affidavit of Michael Woodward, sworn February 22, 2024;
33. The Fourth Report of the Monitor, dated May 15, 2024;
34. The Fifth Report of the Monitor, to be filed; and
35. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

36. The *Alberta Rules of Court*, Alta Reg. 124/2010.

Applicable Acts and regulations:

37. *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36;
38. The inherent and equitable jurisdiction of this Honourable Court;
39. *Judicature Act*, RSA 2000, c J-2; and
40. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

41. None.

How the application is proposed to be heard or considered:

42. By WebEx, before the Honourable Justice B. E. C. Romaine at the Calgary Court Centre, at 11:00 a.m. on June 28, 2024, or so soon thereafter as counsel may be heard.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Schedule "A"

The above booking is Confirmed

File #(s) : 2401 02664

Style of Cause: LYNX AIR HOLDINGS CORPORATION v. COMPANIES CREDITORS
ARRANGEMENT ACT

Date/Duration:

Jun 28, 2024 11:00 AM

Total: 60 Minute(s)

Booking Type/List: Commercial

Purpose of Hearing: Commercial Hearing

Counsel: Randal Steven Van de Mosselaer;

Special Requirements:

Requirements: Courtroom Required

Equipment: Video Conferencing

Counsel: Please ensure that all relevant parties have received Webex information.

Virtual Courtroom 60 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**

- 5. Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

Schedule “B”

COURT FILE NUMBER 2401-02664
COURT COURT OF KING’S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE *COMPANIES’ CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF LYNX AIR HOLDINGS CORPORATION
and 1263343 ALBERTA INC. dba LYNX AIR

DOCUMENT **ORDER (STAY EXTENSION AND ENHANCED MONITOR
POWERS)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **OSLER, HOSKIN & HARCOURT LLP**
Barristers & Solicitors
Brookfield Place, Suite 2700
225 6 Ave SW
Calgary, AB T2P 1N2

Solicitors: Randal Van de Mosselaer / Julie Treleaven
Telephone: (403) 260-7000 / 7048
Email: RVandemosselaer@osler.com / JTreleaven@osler.com
File Number: 1246361

DATE ON WHICH ORDER WAS PRONOUNCED: June 28, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable B. E. C. Romaine

UPON the application of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx (collectively, the “**Applicants**”); **AND UPON** reading the Affidavit of Micheal Woodward sworn June 19, 2024; **AND UPON** reading the Fifth Report of FTI Consulting Canada Inc. (the “**Monitor**”); **AND UPON** hearing from counsel for the Applicants, counsel for Indigo Northern Ventures LP (the “**Interim Lender**” or “**Indigo**”), counsel for the Monitor, and any other interested party; **AND UPON** being satisfied that the Applicants have acted and continue to act in good faith and with due diligence and that circumstances exist that make this Order appropriate;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of this application is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no other person other than those persons served is entitled to service of this application.

EXTENSION OF THE STAY PERIOD

2. The Stay Period, as defined in paragraph 15 of the Amended and Restated Initial Order granted in these proceedings by the Honourable Justice Whitling on March 1, 2024 (“**ARIO**”) is hereby extended up to and including September 30, 2024.

ENHANCED MONITOR POWERS

3. Notwithstanding any other provision of the ARIO, in addition to other rights and obligations of the Monitor under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended, the Monitor is hereby empowered and authorized, but not obligated, to act at once in respect of the property and business of the Applicants and, without in any way limiting the generality of the foregoing, the Monitor is hereby expressly empowered and authorized to do any of the following where the Monitor considers it necessary or desirable (collectively, the “**Monitor’s Enhanced Powers**”):
 - (a) take possession of and exercise control over the Applicants’ present and after-acquired assets, property and undertakings (the “**Property**”), and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Monitor’s ability:
 - (i) to abandon, dispose of, or otherwise release any interest in any of the Applicants’ real or personal property, or any right in any immovable; and
 - (ii) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by any government authority;

- (b) receive, preserve and protect the Applicants' Property, or any part or parts thereof;
- (c) manage, operate and carry on the business of the Applicants, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, cease to perform any contracts of the Applicants, hire or terminate employees as the Monitor may consider necessary, and wind down any employee benefit plans as the Monitor may consider appropriate;
- (d) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, financial advisors, investment dealers, the Transaction Agent (as such term is defined below) and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's Enhanced Powers conferred by the Stay Extension and Enhanced Monitor Powers Order;
- (e) purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Applicants or any part or parts thereof;
- (f) receive and collect all monies and accounts now owed or hereafter owing to the Applicants and to exercise all remedies of the Applicants in collecting such monies, including, without limitation, to enforce any security held by the Applicants;
- (g) settle, extend or compromise any indebtedness owing to or by the Applicants;
- (h) execute, assign, issue and endorse documents of whatever nature in respect of any of the Applicants' Property or business, whether in the Monitor's name or in the name and on behalf of the Applicants, for any purpose pursuant to the Stay Extension and Enhanced Monitor Powers Order;
- (i) undertake environmental or workers' health and safety assessments of the Property and operations of the Applicants;
- (j) initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the

Applicants, the Property or the Monitor (in relation to the exercise by the Monitor of the Enhanced Powers), and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in the Stay Extension and Enhanced Monitor Powers Order shall authorize the Monitor to defend or settle the action in which the ARIO was made unless otherwise directed by this Court, provided that the foregoing shall not prevent counsel to the Applicants from continuing their engagement in respect of the AIF Trust Claims (as defined in the Fourth Report of the Monitor dated May 15, 2024), with the consent of the Monitor, or to deal with any other issue as the Monitor may request;

- (k) market any or all of the Applicants' Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor in its discretion may deem appropriate;
- (l) sell, convey, transfer, lease or assign or otherwise enter into transactions respecting the Applicants' Property or any part or parts thereof out of the ordinary course of business with the approval of this Court and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.
- (m) apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Applicants' Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) report to, meet with and discuss with such affected persons as the Monitor deems appropriate all matters relating to the Applicants' Property, business, and these proceedings, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;

- (o) register a copy of the ARIO and any other orders in respect of the Applicants' Property against title to any of the Applicants' Property;
- (p) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the Applicants;
- (q) enter into agreements with any trustee in bankruptcy appointed in respect of the Applicants, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Applicants;
- (r) exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Applicants, and without interference from any other person.

MONITOR PROTECTIONS

4. The enhancement of the Monitor's powers as set for in this Order, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the employment by the Monitor of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Monitor as an employer, successor employer, or related employer of the employees of the Applicants or any employee caused to be hired by the Applicants by the Monitor within the meaning of any provincial, federal or municipal legislation, other relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment Applicants; Without limiting the provisions of the ARIO, all employees and consultants of the Applicants shall remain employees or consultants of the Applicants until such time as the Monitor, on the

Applicant's behalf, may terminate the employment of such employees or other contractual or consulting agreements. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitations, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

5. The Monitor is not and shall not be or be deemed to be a principal, director, officer, or employee of the Applicants;
6. The Monitor shall continue to have the benefits of all of the indemnities, charges, protections and priorities as set out in the ARIO and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor and the fulfillment of its duties or the carrying out of the provisions of this Order.
7. The Applicants shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide such assistance as the Monitor may reasonably request from time to time to enable the Monitor to carry out its duties and powers as set out in the ARIO, this Order, or any other Order of this court under the CCAA or applicable law, generally.
8. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant legislation, regulation, common law, or rule of law or equity. For greater clarity, any distribution to creditors of any of the Applicants administered by the Monitor on behalf of any of the Applicants will be deemed to have been made by any of the Applicants, themselves.
9. Notwithstanding the enhancement of the Monitor's powers and duties as set forth herein, the exercise by the Monitor of any of its powers, or the performance by the Monitor of any of its duties, the Monitor is not, and shall not be deemed, to be the owner of the Property for any purpose and nothing contained herein shall require the Monitor to occupy or take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might be cause or contribute to a spill, discharge, release

or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Canadian Environmental Protection Act or any other provincial or federal regulations in Canada or internationally (“**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in Possession.

10. In addition to the rights and protections afforded to the Monitor under the CCAA, the ARIO, this Order, or any other Order granted by this Honourable Court or as an officer of this Court, the Monitor shall incur no liability or obligation, in its personal or corporate capacity, as a result of its appointment or the carrying out of the Provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislations.
11. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants with respect to such matters and in the event of a conflict, the terms of this Order and those of the ARIO or any other Order of this Court, the provisions of this Order shall govern.

MISCELLANEOUS

12. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Schedule "C"

COURT FILE NUMBER 2401-02664
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF LYNX AIR HOLDINGS CORPORATION
and 1263343 ALBERTA INC. dba LYNX AIR

DOCUMENT **ORDER (D&O CLAIMS PROCESS)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
OSLER, HOSKIN & HARCOURT LLP
Barristers & Solicitors
Brookfield Place, Suite 2700
225 6 Ave SW
Calgary, AB T2P 1N2

Solicitors: Randal Van de Mosselaer / Julie Treleaven
Telephone: (403) 260-7000 / 7048
Email: RVandemosselaer@osler.com / JTreleaven@osler.com
File Number: 1246361

DATE ON WHICH ORDER WAS PRONOUNCED: June 28, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable B. E. C. Romaine

UPON the application of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx (collectively, the "**Applicants**"); **AND UPON** reading the Affidavit of Micheal Woodward sworn June 19, 2024; **AND UPON** reading the Fifth Report of FTI Consulting Canada Inc. (the "**Monitor**"); **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, and any other interested party; **AND UPON** being satisfied that the Applicants have acted and continue to act in good faith and with due diligence and that circumstances exist that make this Order appropriate;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of this application is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no other person other than those persons served is entitled to service of this application.

DEFINITIONS

2. Any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order granted in these proceedings by the Honourable Justice Whitting on March 1, 2024 (“**ARIO**”).
3. For purposes of this Order, the following terms shall have the following meanings:
 - (a) “**Accepted Claim**” means a D&O Claim of a Claimant as finally accepted by the Monitor, or determined by the Court, in accordance with this Order;
 - (b) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, Alberta;
 - (c) “**Claimant**” means a Person asserting a D&O Claim against any of the Directors or Officers;
 - (d) “**Claims Bar Date**” means 5:00 p.m. (prevailing Calgary time) on August 15, 2024;
 - (e) “**Claims Procedure**” means the procedure outlined in this Order, including Schedules attached hereto;
 - (f) “**Court**” means the Court of King’s Bench of Alberta;
 - (g) “**Director**” means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of either of the Applicants, in such capacity;
 - (h) “**D&O Claim**” means: (i) any right or claim of any Person that may be asserted or made in whole or in part against one or more of the Directors or Officers that relates

to a claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers; or (ii) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers, in that capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity from any such Directors or Officers or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof; and in respect of (i) and (ii) above is: (A) is based in whole or in part on facts existing prior to the Claims Bar Date, or (B) relates to a time period prior to the Claims Bar Date;

- (i) **“Notice to Claimants”** means the notice for publication by the Monitor substantially in the form attached hereto as Schedule “A”;
- (j) **“Notice of Dispute”** means a notice delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as Schedule “D”;

- (k) **“Notice of Revision or Disallowance”** means a notice delivered by the Monitor informing a Claimant that the Monitor has revised or disallowed such Claimant’s D&O Claim, which notice shall be substantially in the form attached hereto as Schedule “C”;
- (l) **“Officer”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of either of the Applicants, in such capacity;
- (m) **“Person”** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, union, pension plan administrator, pension plan regulator, governmental authority, ministry or agency, regulatory body, labour board, employee, legal representative or litigation guardian, or other association, or similar entity, howsoever designated or constituted;
- (n) **“Proof of Claim”** means the proof of claim referred to herein to be filed by Claimants in connection with any D&O Claim, substantially in the form attached as Schedule “B”, which shall include all supporting documentation in respect of such D&O Claim; and
- (o) **“Monitor’s Website”** means <http://cfcanada.fticonsulting.com/lynxair/>.

4. All references as to time herein shall mean local time in Calgary, Alberta and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

5. The Monitor is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted and may, where it is satisfied that a D&O Claim has been adequately filed or accepted, waive strict compliance with the requirements of this Claims Procedure as to completion and execution of such forms.

NOTICE TO CLAIMANTS

6. The Notice to Claimants is hereby approved.

7. The Monitor shall cause the Notice to Claimants to be posted on the Monitor's Website, no later than 5:00 p.m. on July 2, 2024.
8. The Monitor shall cause the Notice to Claimants to be published once in the Globe and Mail (National Edition) no later than 5:00 p.m. on July 5, 2024.
9. The Claims Procedure and forms of Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute are hereby approved. Notwithstanding the foregoing, the Monitor, may from time to time, make minor non-substantive changes to the forms as may be necessary or desirable.
10. The publication of the Notice to Claimants, in accordance with this Order, and the posting of this Order on the Monitor's Website shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons and no other notice or service need to be given or made.

DEADLINE FOR FILING A D&O CLAIM PROOF OF CLAIM

11. Any Person that intends to assert a D&O Claim shall deliver a Proof of Claim to the Monitor in accordance with paragraphs 21 and 22 herein, together with all relevant supporting documentation in respect of such D&O Claim, so that such Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
12. Any Person who does not deliver a Proof of Claim in accordance with this Order to the Monitor by the Claims Bar Date shall be forever barred from asserting or enforcing such unasserted D&O Claim against any of the Directors and Officers and/or against the Property, and the Directors and Officers shall not have any liability whatsoever in respect of, and shall be released and discharged from, any and all such unasserted D&O Claims, and all such unasserted D&O Claims shall be forever extinguished, barred, and discharged as against the Property and the Directors and Officers without any further act or notification.

DETERMINATION OF D&O CLAIMS

13. The Monitor and any applicable Directors and Officers, shall review each Proof of Claim that is received by the Claims Bar Date and may accept, revise or disallow all or any part of the D&O Claim. At any time, the Monitor may request additional information from the Claimant with respect to any D&O Claim.

14. The Monitor and any applicable Directors and Officers, may attempt to consensually resolve the classification or amount of any asserted D&O Claim with the Claimant prior to accepting, revising or disallowing such D&O Claim.

15. If the Monitor and the Directors and Officers named in such D&O Claim, determines to revise or disallow a D&O Claim, the Monitor shall send a Notice of Revision or Disallowance to the Claimant. The failure by the Monitor to send a Notice of Revision or Disallowance shall not result in any D&O Claim being accepted or being deemed to be accepted.

16. If a Claimant disputes the disallowance or revision of its D&O Claim as set forth in a Notice of Revision or Disallowance and such Claimant intends to contest the Notice of Revision or Disallowance then such Claimant shall deliver a Notice of Dispute so that such Notice of Dispute is received by the Monitor by no later than 5:00 p.m. on the day which is fifteen days after the date the Notice of Revision or Disallowance is deemed to be received by the Claimant pursuant to paragraphs 21 and 23 herein or such later date as the Monitor may agree in writing or the Court may order.

17. Any Claimant who fails to deliver a Notice of Dispute to the Monitor by the deadline set forth in paragraph 16 shall be deemed to accept the amount of its D&O Claim as set out in the Notice of Revision or Disallowance and the D&O Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the D&O Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the D&O Claim shall be deemed to be fully disallowed); and any D&O Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no Notice of Dispute is received by the Monitor by the deadline set forth in paragraph 16 hereof, shall be forever extinguished, barred, discharged and released as against the Property and as against the Directors and Officers without any further act or notification.

18. A Claimant who has delivered a Notice of Dispute and who intends to continue to dispute the Notice of Revision or Disallowance must, within ten (10) Business Days of delivery of such Notice of Dispute, file an application with the Court seeking determination of the D&O Claim, which application shall be returnable within seven (7) Business Days of the filing of the application. Any Claimant who fails to file an application in accordance with this paragraph 18 shall: (i) be deemed to accept the amount of its D&O Claim as set out in the Notice of Revision or Disallowance and the D&O Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the D&O Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the D&O Claim shall be deemed to be fully disallowed), and (ii) any D&O Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no application is filed by the deadline set forth in this paragraph 18 shall be forever extinguished, barred, discharged and released as against the Property and as against the Directors and Officers without any further act or notification.

NOTICE OF TRANSFERS

19. If a Claimant or any subsequent holder of a D&O Claim, who has been acknowledged by the Monitor, as the holder of the D&O Claim, transfers or assigns that D&O Claim to another Person, the Monitor shall not be obligated to give notice to or to otherwise deal with the transferee or assignee of the D&O Claim as the holder of such D&O Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such D&O Claim and shall be bound by notices given and steps taken in respect of such D&O Claim in accordance with the provisions of this Order.

20. If a Claimant or any subsequent holder of a D&O Claim, who has been acknowledged by the Monitor, as the holder of the D&O Claim, transfers or assigns the whole of such D&O Claim to more than one Person or part of such D&O Claim to another Person, such transfers or assignments shall not create separate D&O Claims and such D&O Claims shall continue to constitute and be dealt with as a single D&O Claim notwithstanding such transfers or assignments. The Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such D&O Claim

only as a whole and then only to and with the Person last holding such D&O Claim, provided such Person or Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such D&O Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such D&O Claim with such Claimant in accordance with the provisions of this Order.

GENERAL

21. Any notice or communication required to be delivered pursuant to the terms of this Order shall be in writing and may be delivered by email or electronic transmission, personal delivery, courier or, as necessary, by prepaid mail to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicants or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada (other than within Alberta), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

22. Any document, notification or notice required to be delivered to the Monitor under this Claims Procedure shall be delivered to:

FTI Consulting Canada Inc.
In its capacity as Monitor of Lynx Air Holdings Corporation and
1263343 Alberta Inc. dba Lynx Air
Suite 1610
Calgary, AB T2P 3R7
Attention: Brett Wilson
Email: lynxair@fticonsulting.com

23. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

24. The Monitor and any applicable Directors and Officers are authorized to enter into settlement negotiations with a Claimant at any stage of the Claims Procedure and to enter into agreements with Claimants resolving the value of their D&O Claims.

25. This Order shall have full force and effect in all provinces and territories in Canada.

26. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

27. This Order and all of its provisions are effective as of the date of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

This claims process has only called for D&O Claims and NOT general claims against the Lynx entities. DO NOT file a claim if it does not meet the definition of a D&O Claim in the D&O Claims Procedure Order

NOTICE OF D&O CLAIMS PROCEDURE AND D&O CLAIMS BAR DATE

NOTICE IS HEREBY GIVEN that, pursuant to an order of the Court of King's Bench of Alberta dated June 28, 2024 (the "**D&O Claims Procedure Order**") a claims process has been commenced for the purpose of identifying and determining certain claims against the Directors and Officers of the Applicants (Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx). All capitalized terms in this Notice are defined in the D&O Claims Procedure Order, a copy of which can be found on the website of the Monitor, FTI Consulting Canada Inc. at <http://cfcanada.fticonsulting.com/lynxair/>.

PLEASE TAKE NOTICE that this D&O claims process only addresses certain claims against the Directors and Officers of the Applicants, defined as D&O Claims in the D&O Claims Procedure Order. Any Person who believes that it has a D&O Claim against a Director or Officer of the Applicants should send a Proof of Claim to the Monitor to be received **by the Monitor by 5:00 p.m. local Calgary time on August 15, 2024 (the "Claims Bar Date")**.

D&O CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

Claimants who require a Proof of Claim form may access these forms at the Monitor's website at <http://cfcanada.fticonsulting.com/lynxair/> or they may contact the Monitor (Attention: Brett Wislon, Telephone: 1-833-738-7742, Email: lynxair@fticonsulting.com) to obtain a claims package.

Claimants should file their Proof of Claim with the Monitor by mail, email, courier or hand delivery, so that the Proof of Claim is actually received by the Monitor by the Claims Bar Date at the address below.

Address of the Monitor

FTI Consulting Canada Inc.
In its capacity as Monitor of Lynx Air Holdings Corporation and
1263343 Alberta Inc. dba Lynx Air
Suite 1610
Calgary, AB T2P 3R7
Attention: Brett Wilson
Email: lynxair@fticonsulting.com

SCHEDULE "B"

PROOF OF D&O CLAIM

**IN RESPECT OF CLAIMS AGAINST THE DIRECTORS AND OFFICERS OF
LYNX AIR HOLDINGS CORPORATION AND 1263343 ALBERTA INC. DBA LYNX
(TOGETHER, THE "APPLICANTS")**

PARTICULARS OF D&O CLAIM CLAIMANT

Full Legal Name of Claimant: _____ (the "Claimant").
(Full legal or Corporate name should be the name of the original Claimant.)

Full Mailing Address of the Claimant:

Telephone Number of Claimant: _____ *

Facsimile Number of Claimant: _____ *

Attention (Contact Person): _____ *

Email Address: _____ *

Has the D&O Claim been sold or assigned by Claimant to another party?

Yes___ No___ (If yes please complete section D)

PROOF OF D&O CLAIM:

I, _____ [Name of Claimant or Representative of the Claimant],
do hereby certify:

that I am (please check one):

_____ the Claimant; or

_____ hold the following position of _____ the Claimant

and have personal knowledge of all the circumstances connected with the D&O Claim described herein;

PARTICULARS OF D&O CLAIM:

Name of the Director/Officer and the amount for each Director/Officer which owes the amount claimed:

Director/Officer	Amount¹
•	\$ _____
•	\$ _____
•	\$ _____
•	\$ _____

Description of transaction, agreement or event giving rise or relating to the D&O Claim:

If the D&O Claim is contingent or unliquidated, state the basis and provide evidence upon which the D&O Claim has been valued:

¹ Please specify currency if not in Canadian dollars.

IF CLAIMANTS REQUIRE ADDITIONAL SPACE, PLEASE ATTACH A SCHEDULE HERETO. CLAIMANTS SHOULD ALSO PROVIDE COPIES OF ALL RELEVANT DOCUMENTATION OR AGREEMENTS.

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT AND DESCRIPTION OF TRANSACTION(S), AGREEMENT(S) OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM.

PARTICULARS OF ASSIGNEE(S) (IF ANY):

Full Legal Name of Assignee(s) of the D&O Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach separate sheets with the following information:

(the "Assignee(s)")

Amount of Total D&O Claim Assigned \$ _____

Amount of Total D&O Claim Not Assigned \$ _____

Total Amount of D&O Claim \$ _____
(should equal "Total D&O Claim" as entered on Section B)

Full Mailing Address of Assignee(s):

Telephone Number of Assignee(s): _____

Facsimile Number of Assignee(s): _____

Email address of Assignee(s): _____

Attention (Contact Person): _____

FILING OF CLAIMS:

The duly completed Proof of D&O Claim together with supporting documentation must be returned and received by the Monitor, no later than 5:00 pm local Calgary time on August 15, 2024, to the following email address or address:

Failure to file your Proof of D&O Claim by such date will result in your claim being forever extinguished and barred and you will be prohibited from making or enforcing a D&O Claim against each of the Applicants or the Directors or Officers.

This Proof of D&O Claim must be delivered by email, personal delivery, courier or prepaid mail at the following address:

Address of the Monitor:

FTI Consulting Canada Inc.
In its capacity as Monitor of Lynx Air Holdings Corporation and
1263343 Alberta Inc. dba Lynx Air
Suite 1610
Calgary, AB T2P 3R7
Attention: Brett Wilson
Email: lynxair@fticonsulting.com

DATED at _____ this _____ day of _____, 2024.

(Signature of Witness)

(Signature of individual completing this form)

(Please print name)

(Please print name)

SCHEDULE “C”

NOTICE OF REVISION OR DISALLOWANCE

IN RESPECT OF CLAIMS AGAINST THE DIRECTORS AND OFFICERS OF LYNX AIR HOLDINGS CORPORATION AND 1263343 ALBERTA INC. DBA LYNX (TOGETHER, THE “APPLICANTS”)

TO: [insert name and address of Claimant]

FROM: FTI Consulting Canada Inc., in its capacity as Monitor of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx

CLAIM REFERENCE NO. _____

Terms not otherwise defined in this Notice have the meaning ascribed to them in the order of the Court of King’s Bench of Alberta dated June 28, 2024 (the “**D&O Claims Procedure Order**”). You can obtain a copy of the Claims Procedure Order on the Monitor’s website at <http://cfcanada.fticonsulting.com/lynxair/> or by contacting the Monitor as set out below.

This Notice of Revision or Disallowance is issued pursuant to the Claims Procedure Order.

The Monitor, has reviewed your D&O Claim, as set out in your **Proof of Claim** and hereby gives you notice that is has revised or rejected your D&O Claim as follows:

Claim Against Director/Officer	Amount Per Proof of Claim	Disallowed Amount	Allowed Amount
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

REASONS FOR DISALLOWANCE:

If you do not agree with this Notice of Revision or Disallowance please take notice of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must:

(by 5:00 p.m. local Toronto time on the day which is fifteen (15) days after the delivery of this Notice of Revision or Disallowance or such later date as the Court may order, deliver a Notice of Dispute by email, courier, personal delivery or prepaid mail to the Monitor at the address indicated herein. The form of Notice of Dispute is attached to this Notice; and

(within ten (10) Business Days of delivery of the Notice of Dispute, file an application with the Court seeking determination of the value and/or status of the D&O Claim, which application shall be returnable within seven (7) Business Days of the filing of the application.

If you do not deliver a Notice of Dispute and file an application seeking determination of your D&O Claim in accordance with the terms of the Claims Procedure Order, your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Address for Service of Dispute Notices:

Address of the Monitor

FTI Consulting Canada Inc.
In its capacity as Monitor of Lynx Air Holdings Corporation and
1263343 Alberta Inc. dba Lynx Air
Suite 1610
Calgary, AB T2P 3R7
Attention: Brett Wilson
Email: lynxair@fticonsulting.com

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, TIDS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at _____ this _____ day of _____, 2023.

FTI Consulting Canada Inc.
in its capacity as Court-Appointed Monitor of Lynx
Air Holdings Corporation and 1263343 Alberta Inc.
dba Lynx

Per: _____

SCHEDULE “D”

NOTICE OF DISPUTE

**IN RESPECT OF CLAIMS AGAINST LYNX AIR HOLDINGS CORPORATION AND
1263343 ALBERTA INC. DBA LYNX
(TOGETHER, THE “APPLICANTS”)**

Pursuant to the Order of the Court of King’s Bench of Alberta dated June 28, 2024 we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance issued by FTI Consulting Canada Inc. in its capacity as Court-Appointed Monitor of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx

A. PARTICULARS OF CLAIMANT

Full Legal Name of Claimant: _____

Claim Reference No.: _____

Full Mailing Address of the Claimant:

Telephone Number of Claimant: _____ *

Facsimile Number of Claimant: _____ *

Email Address: _____ *

Attention (Contact Person): _____ *

**PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED
CLAIM, IF APPLICABLE:**

Have you acquired this Claim by assignment? Yes No

(if yes, attach documents evidencing assignment)

Full Legal Name of original Claimant (s): _____

DISPUTE:

We hereby disagree with the value or classification of our D&O Claim as set out in the Notice of Revision or Disallowance:

Director/Officer	Claim per Notice of Revision or Disallowance	Claim per Claimant
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Total Claim	\$ _____	\$ _____

IF CLAIMANTS REQUIRE ADDITIONAL SPACE PLEASE ATTACH A SCHEDULE HERETO. CLAIMANTS SHOULD ALSO PROVIDE COPIES OF ALL RELEVANT AGREEMENTS.

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT AND DESCRIPTION OF TRANSACTION(S), AGREEMENT(S) OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM.

REASONS FOR DISPUTE:

(Provide full particulars of the D&O Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim.

THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY EMAIL, COURIER, PERSONAL SERVICE OR PREPAID MAIL TO THE MONITOR AT THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED BY 5:00 P.M. LOCAL TORONTO TIME ON THE DAY WHICH IS FIFTEEN (15) DAYS AFTER THE DATE OF DELIVERY OF THE NOTICE OF REVISION OR DISALLOWANCE, OR SUCH LATER DATE AS THE COURT MAY ORDER.

IN ADDITION TO THE DELIVERY OF THIS NOTICE OF DISPUTE, WITHIN TEN (10) BUSINESS DAYS OF DELIVERY OF THE NOTICE OF DISPUTE, YOU ARE REQUIRED TO FILE AN APPLICATION WITH THE COURT SEEKING DETERMINATION OF THE VALUE AND/OR STATUS OF THE D&O CLAIM, WHICH APPLICATION SHALL BE RETURNABLE WITHIN SEVEN (7) BUSINESS DAYS OF THE FILING OF THE APPLICATION.

Address for Service of Dispute Notices:

Address of the Monitor:

FTI Consulting Canada Inc.
In its capacity as Monitor of Lynx Air Holdings Corporation and
1263343 Alberta Inc. dba Lynx Air
Suite 1610
Calgary, AB T2P 3R7
Attention: Brett Wilson
Email: lynxair@fticonsulting.com